BEFORE THE NATIONAL LOK ADALAT,
PUNJAB AND HARYANA HIGH COURT AT CHANDIGARH

507 ***FAO-3802-2006***
RAJESH
VS
ISRAIL KHAN & ANR.

Present: Mr. Ashish Gupta, Advocate for the appellant.

Mr.Rajesh K. Sharma, Advocate
for respondent No.2-Insurance Company.

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This is an appeal filed by the appellant-claimant for enhancement of the compensation awarded by the Tribunal while seeking modification of the award.

It has been brought to the notice of this Court that the matter has been compromised. The statement of Mr. Ashish Gupta, Advocate appearing for the appellant/claimant has been recorded, which is reproduced herein below:-

> *"Statement of Sh. Ashish Gupta, Advocate, learned counsel for the applicant(s)/appellant(s)/claimant(s).*
>
> *On the instructions of my client(s), I am prepared to accept Rs.3,75,000/- (Rs.Three lacs & seventy thousand only), over and above the amount already awarded by the MACT.*
>
> *This would be in full and final satisfaction of the claim of the appellant(s) in the appeal.*
>
> *The aforementioned amount may be paid to appellant No.____in proportion as already awarded by the MACT.*
>
> *RO & AC*
> *Signatures: Sd/- Ashish Gupta, Adv. 12/8/2022 P-3482/07*
> *Place: Chandigarh*
> *Dated: 14.05.2022 "*

The statement of Sh. Rajesh K.Sharma, Advocate, authorized representative of the National Insurance Company Ltd. has been recorded. The same is reproduced herein below:-

"Statement of Sh. Rajesh K. Sharma, Advocate, Ld. counsel for the Respondent Insurance company.

On the instructions of my client(s), I am prepared to accept Rs.3.75 Lakhs(Rs.3,75,000/-), over and above the amount already awarded by the MACT.

This would be in full and final satisfaction of the claim of the appellant(s) in the appeal.

The aforementioned amount may be paid to appellant No.____ in proportion as already awarded by the MACT.

RO & AC

Signatures: Sd/- Rajesh K.Sharma
Adv.
Counsel for Ins. Co.

Harjinder Singh
Adv.
Counsel for Ins.Co.

Place: Chandigarh

Dated: 13.08.2022"

A perusal of the above statements would show that the appellant/claimant as well as the Insurance Company have compromised the matter by stating that a compensation of Rs.3,75,000/- over and above the amount already awarded by the learned Motor Accident Claims Tribunal, will be paid by the Insurance Company to the appellant/claimant.

Counsel appearing for the respondent-Insurance Company has further stated that the said amount would be paid by the Insurance Company to the appellant within a period of 6 weeks from today, failing which the interest @ 9% p.a. shall follow from the date of the settlement before the Lok Adalat till the date of payment.

Insurance Company has further stated that a cheque amounting to Rs.3,75,000/- in the name of appellant, will be deposited with the office of the Lok Adalat of this High Court on or before 26.09.2022, failing which the interest @ 9% p.a. shall be payable on this amount till the payment is made, from the date of this order.

In view of the above, we are of the opinion that the compromise is genuine and *bona fide* and in the best interest of the claimant as well as all the parties concerned.

Accordingly, the appeal is disposed of as having been compromised and the compromise shall be treated as part and parcel of the award, and the order of the learned Motor Accident Claims Tribunal, Gurgaon, stands modified in terms of the said compromise. The parties will be bound by the said compromise.

The concerned officer of the Lok Adalat Branch/Office shall issue proper receipt after receiving the Cheque/Demand Draft to learned counsel/representative of the respondent-Insurance Company. The appellant/ counsel for appellant may collect the cheque from the office of the Lok Adalat.

(VIKAS BAHL)
PRESIDENT

(PAWAN KUMAR MUTNEJA)
MEMBER

August 13, 2022.
Davinder Kumar